

**CITY OF AUSTIN - CORPORATE RISK MANAGEMENT DIVISION**  
**INSURANCE REQUIREMENTS FOR PARK EVENTS and/or PERMITS**  
Items marked with an **"X"** are required MINIMUM insurance coverages.

**Standard Insurance Requirements:** Required of all Special Events, Permit Requestors, or as required by rental agreement. The CONTRACTOR shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT. Others providing services for this event may also be required to provide insurance as identified by the description of their services:

**PROVIDE THESE 2 PAGES TO YOUR INSURANCE AGENT**

**Commercial General Liability** Insurance with a minimum **bodily injury** and **property damage** per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. **See below for policy provisions.\***

- a) Independent Contractors coverage

**Business Automobile Liability** Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence. **See below for policy provisions.\***

**\*All policies shall be endorsed and certificates shall reflect the following:**

1. City of Austin (listed as additional insured).
2. Waiver of Subrogation in favor of the City of Austin.
3. 30 day Notice of Cancellation in favor of the City of Austin (endorsement TE 0202A).

***Additional insurance coverage requirements - Indicated by "X"***

☐ **Liquor Legal Liability.** **ALCOHOL:** If contractor is PERMITTED and granted permission to sell or distribute alcoholic beverages, coverage for **Liquor Legal Liability** with a limit of \$500,000 shall also be provided.

☐ **Moonwalks/ Rockwalls/Other Approved Amenities.** The Texas legislature (TX82RHB 3570) modified the insurance requirements for continuous air-flow inflatable amusement devices. **Effective September 1, 2011** operators of Class B continuous air-flow inflatables must file with TDI a combined single limit insurance policy insuring the owner/operator against liability arising out of the use of the inflatable amusement ride/device in an amount of not less than **\$1 million per occurrence**.

(B) for Class B amusement rides:

- (i) \$1,000,000 bodily injury and \$500,000 property damage per occurrence; or
- (ii) \$1,500,000 per occurrence combined single limit;

☐ **Commercial Filming and Photography.** The policy shall contain the following additional provisions:

- a. Medical expense coverage with a limit of \$10,000 for any one person.
- b. Fire Legal Liability with minimum limits of \$50,000.

☐ **Pyrotechnics/Fireworks.** Contact the Austin Fire Department for specifications.

☐ **Pilot's/Flight/Landing Insurance.** Contact ABIA for motorized flight/aviation insurance specifications. Helicopters: General commercial liability insurance, \$1,000,000 per occurrence, combined single limit, for both bodily injury and property damage.

### **Insurance Certificate & Policy Specifications and Requirements:**

The LESSEE must complete and forward the CITY standard certificate of insurance to the CITY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. The LESSEE shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the CITY. Approval of insurance by the CITY shall not relieve or decrease the liability of the LESSEE hereunder.

The CONTRACTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the CITY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

**City of Austin, attn.: Parks and Recreation Department,  
P.O. Box 1088,  
Austin, Texas 78767.**

The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and CONTRACTOR, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The CONTRACTOR shall maintain coverage for the duration of this AGREEMENT and for a two year period following the end of this AGREEMENT. The CONTRACTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

The CONTRACTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the CONTRACTOR.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the CONTRACTOR.